IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI

JANNA FOX, **Plaintiff,** **v.** **MONTEREY FINANCIAL SERVICES, INC.,** **and** **EQUIFAX INFORMATION SERVICES, L.L.C.,** **and** **EXPERIAN INFORMATION SOLUTIONS, INC.,** **and** **TRANSUNION, LLC.,** **Defendants.**	)	**Case No. 4:17-cv-00839** **JURY TRIAL DEMANDED**

COMPLAINT

COMES NOW the Plaintiff, Janna Fox, and for her complaint against the Defendants, Monterey Financial Services, Inc., Equifax Information Services, L.L.C., Experian Information Solutions, Inc., and TransUnion, L.L.C., Plaintiff alleges as follows:

INTRODUCTION

1. This is an action for actual, statutory and punitive damages, costs and attorney's fees brought pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq*. ("FCRA"), which relates to the proper dissemination and use of consumer credit and other financial information.

JURISDICTION & VENUE

2. The jurisdiction of this Court is conferred by 15 U.S.C. § 1681(p) and 28 U.S.C. § 1331.

3. Venue in this District is proper in that Plaintiff resides here, Defendants transact business here, and the conduct complained of occurred here.

PARTIES

4. Plaintiff Janna Fox ("Plaintiff") is a natural person that resides in the city of Lee's Summit, Missouri.

5. Plaintiff is a "consumer" as defined by the FCRA, 15 U.S.C. § 1681a(c).

6. Defendant Equifax Information Services, L.L.C. ("Equifax") is a consumer reporting agency as defined by the FCRA, 15 U.S.C. § 1681a(f).

7. Equifax is a foreign limited liability company that regularly transacts business in Missouri.

8. Defendant Experian Information Solutions, Inc. ("Experian") is a consumer reporting agency as defined by the FCRA, 15 U.S.C. § 1681a(f).

9. Experian is a foreign incorporation that regularly transacts business in Missouri.

10. TransUnion, L.L.C. ("TransUnion") is a consumer reporting agency as defined by the FCRA, 15 U.S.C. § 1681a(f).

11. TransUnion is a foreign company that regularly transacts business in Missouri.

12. Defendant Monterey Financial Services, Inc. ("Monterey") is a financial services company that acquires, services, owns and manages mortgage loans.

13. Monterey is a furnisher of information as contemplated by the FCRA § 1681s-2(a) & (b), that regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies.

14. Monterey is a foreign incorporation that regularly transacts business in Missouri.

FACTS COMMON TO ALL CLAIMS

15. Plaintiff repeats, re-alleges, and incorporates by reference all paragraphs above as if fully rewritten here.

16. At the beginning of 2014, Plaintiff obtained a credit card with Advantage Buyers Club ("ABC")

17. In August of 2014, Plaintiff fell into financial trouble and her account with ABC fell into arrears, at this time Plaintiff owed around $900 on her credit card.

18. Upon information and belief, in June of 2015, Monterey began collection activity on Plaintiff's ABC credit card account that had fallen into arrears.

19. Upon information and belief, in November of 2016, Plaintiff's ABC account was "charged off" by Monterey as bad debt, and Plaintiff was issued an Internal Revenue Service ("IRS") 1099 form.

20. In August 2016, Plaintiff's financial situation had improved, and Plaintiff obtained a copy of her credit report.

21. Plaintiff noticed that Monterey was reporting her ABC credit card account to all three Consumer Reporting Agencies ("CRAs"): Equifax, Experian, and TransUnion.

22. Plaintiff then noticed that Monterey was reporting a second nearly identical derogatory account with a different account number, an active balance, and a past due amount.

23. Plaintiff, seeking to resolve this debt and have her credit reporting reflect the account accurately, retained counsel.

24. On October 24, 2016 and November 30, 2016 Plaintiff sent letters to Equifax, Experian, and TransUnion requesting that the inaccurate and derogatory information be removed from her credit reports.

25. Pursuant to § 1681i of the FCRA, the CRAs were then obligated to investigate the duplicate derogatory Monterey accounts account for accuracy.

26. As a part of the CRA's investigation, Monterey was sent notice of Plaintiff's disputes.

27. Monterey was then obligated to investigate the derogatory accounts for accuracy.

28. As a result of Monterey and the CRA's "investigations" Plaintiff received letters from the CRAs that continued to reflect two nearly identical derogatory Monterey accounts reporting instead of only one.

29. Growing frustrated with lack of progress on the account, Plaintiff sent another dispute to the CRAs on January 5, 2017.

30. Plaintiff's disputes to the CRAs read as follows: "MNTRY FIN - Account: 50251XXXX - This account is inaccurately reporting! You are reporting this twice, once as a charged-off and once as a collection, BOTH are reporting a balance! This is wrong and needs to be deleted immediately!"

31. Pursuant to § 1681i of the FCRA, the CRA's were then obligated to investigate these dual derogatory accounts for accuracy.

32. As a part of the CRA's investigations, Monterey was sent notice of Plaintiff's disputes.

33. Monterey was then obligated to investigate this derogatory account for accuracy.

34. Upon information and belief, Plaintiff received no response from Equifax regarding her January 5 dispute.

35. TransUnion responded to Plaintiff's letter by verifying Plaintiff's information as reporting accurately, while TransUnion continued to report two nearly identical Monterey collection accounts, one as a charge off and one as a collection.

36. Experian responded to Plaintiff's letter by verifying the derogatory and inaccurate information on Plaintiff's credit report, Experian continued to report two

derogatory Monterey accounts, and further stated that they would no longer investigate the account if Plaintiff disputed the account further.

37. Plaintiff, now extremely frustrated and angry, was of the belief that only one Monterey account should have been reflecting on her CRA credit reports.

38. Monterey and the CRAs continued to report derogatory and inaccurate information on all three of her CRA credit reports.

39. In a subsequent letter dated February 9, 2017 Plaintiff once again disputed that her lone Monterey account should only be reporting once with all three CRAs.

40. Pursuant to § 1681i of the FCRA, the CRA's were then obligated to investigate these dual derogatory accounts for accuracy.

41. As a part of the CRA's investigations, Monterey was sent notice of Plaintiff's disputes.

42. Monterey was then obligated to investigate this derogatory account for accuracy.

43. Reponses from the Equifax and TransUnion indicated that they would continue to report the derogatory and inaccurate information despite Plaintiff's multiple requests to have this single account reporting accurately.

44. Upon information and belief, Experian did not respond to Plaintiff's February 9, 2017 letter.

45. On June 7, 2017, Plaintiff once again sent a dispute letter to Equifax and TransUnion that in part stated:

> "MNTRY FIN Account # 50251XXXX This account is reporting twice. I have only ever had one account with Monterey Financial and this account and MNTRY FIN Account # 50259XXXX are double reporting to my credit. Please remove one of the accounts from Monterey Financial to reflect an accurate representation of my credit situation."

46. Pursuant to § 1681i of the FCRA, the Equifax and TransUnion were then obligated to investigate these dual derogatory accounts for accuracy.

47. As a part of Equifax's and TransUnion's investigation, Monterey was sent notice of Plaintiff's disputes.

48. Monterey was then obligated to investigate this derogatory account for accuracy.

49. Equifax responded via letter dated July 6, 2017 and verified the inaccurate and derogatory duplicate account information as correct, and continued to report a single derogatory account twice.

50. TransUnion's response likewise verified the information as correct and continued to report two derogatory Monterey accounts on her TransUnion credit report in an inaccurate manner.

51. Plaintiff, fearing that she would be unable to ever get her Monterey account to report accurately on her CRA credit reports, felt she had no choice but to bring the immediate suit.

Plaintiff is Harmed by the Duplicate Reporting of the Monterey Account on her CRA Credit Reports

52. On June 10, 2017 Plaintiff was notified by a credit provider at Discover that she would be unable to obtain credit with them due to this inaccurate and derogatory dual reporting of the Monterey account.

53. Upon information and belief, Plaintiff's credit outlook would have been much better if the CRAs had been reporting the Monterey account accurately.

54. On July 2, 2017, Plaintiff was denied a loan by Synchrony Bank, as the inaccurate and derogatory information reported by Monterey continued to haunt her credit situation.

55. On July 10, 2017, Plaintiff was once again denied a loan for a home by Leader One Financial with the derogatory and inaccurate information reporting to her credit reports by Monterey financial.

56. As a result of the derogatory reporting by the CRAs and Monterey, Plaintiff has suffered loss and damage including, but not limited to: financial loss, loss of credit opportunity, a justifiable fear to request credit, expenditure of time and resources, mental anguish, humiliation, and embarrassment, entitling them to an award of actual damages in amounts to be proved at trial.

FIRST CLAIM FOR RELIEF

(Negligent and Willful Violations of 15 US.C. § 1681*e*(b) by Equifax)

57. Plaintiff repeats, re-alleges, and incorporates by reference all paragraphs above as if fully rewritten here.

58. A "consumer reporting agency" is defined in 15 U.S.C. § 1681*a*(f) as follows:

> "[A]ny person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports."

59. Equifax is a consumer reporting agency as defined by Section 1681*a*(f) of the FCRA.

60. Section 1681*n* of the FCRA imposes civil liability on any CRA "who willfully fails to comply with any requirement" of the Act. *See* 15 U.S.C. § 1681*n*(a).

61. Section 1681*o* of the FCRA provides for civil liability against any CRA that is negligent in failing to comply with any requirement imposed under the Act.

Equifax's Failure to Follow Reasonable Procedures

62. The FCRA mandates that "[w]henever a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates." *See* 15 U.S.C. § 1681*e*(b).

63. Equifax has prepared multiple consumer reports concerning Plaintiff, and disseminated such reports to one or more third party(s), that failed to assure "maximum possible accuracy" of the information pertaining to Plaintiff.

64. The consumer report(s) prepared by Equifax concerning Plaintiff contained inaccurate information in violation of 15 U.S.C. § 1681*c*(a)(3).

65. Equifax willfully and/or negligently failed to follow reasonable procedures to assure maximum possible accuracy of the consumer reports it prepared and/or published concerning Plaintiff in violation of 15 U.S.C. § 1681*e*(b).

66. As a direct and proximate result of Equifax's willful and/or negligent refusal to follow reasonable procedures as mandated by the FCRA, Plaintiff has suffered loss and damage including, but not limited to: financial loss, loss of credit opportunity, a justifiable fear to request credit, expenditure of time and resources, mental anguish, humiliation, and embarrassment, entitling them to an award of actual damages in amounts to be proved at trial, plus attorneys' fees together with the costs of this action pursuant to 15 U.S.C. § 1681*o*.

67. Equifax's continued refusal to follow reasonable procedures as mandated by the FCRA reveals a conscious disregard of the rights of Plaintiff. The injuries suffered by Plaintiff are attended by circumstances of fraud, malice, retaliation, and willful and wanton misconduct, calling for statutory damages, an assessment of punitive damages, plus attorneys' fees and costs pursuant 15 U.S.C. § 1681*n*.

WHEREFORE Plaintiff prays for judgment on this ***First Claim for Relief*** in her favor and against Equifax, and for the following relief:

(a) Actual damages sustained;

(b) Statutory damages of not less than $100 and not more than $1000 on each willful violation of the FCRA;

(c) Punitive damages in an amount to be determined by the jury;

(d) Reasonable attorneys' fees and costs; and

(e) Any other and/or further relief as deemed appropriate and just by this Honorable Court.

SECOND CLAIM FOR RELIEF

(Negligent and Willful Violations of 15 US.C. § 1681*i* by Equifax)

68. Plaintiff repeats, re-alleges, and incorporates by reference all paragraphs above as if fully rewritten here.

69. The FCRA mandates that a CRA conduct an investigation of the accuracy of information "[i]f the completeness or accuracy of any item of information contained in a consumer's file" is disputed by the consumer. *See* 15 U.S.C. § 1681*i*(a)(1). The Act imposes a 30-day time limitation for the completing of such an investigation. *Id.*

70. The FCRA provides that if a CRA conducts an investigation of disputed information and confirms that the information is, in fact, inaccurate, or is unable to verify the accuracy of the disputed information, the CRA is required to delete that item of information from the consumer's file. *See* 15 U.S.C. § 1681*i*(a)(5)(A).

71. If information is deleted from a consumer's file following a dispute, "the information may not be reinserted in the file" unless the CRA certifies that the information is complete and accurate and, even then, the CRA "shall notify the consumer of the reinsertion in writing not later than 5 business days after the reinsertion[.]" *See* 15 U.S.C. § 1681*i*(a)(5)(B).

Equifax's Reasonable Reinvestigation Violations

72. By letters dated 10/24/2016, 11/30/2016, 01/05/2017, 02/09/2017, and 06/07/2017, Plaintiff disputed the derogatory dual reporting of the Monterey account appearing on her Equifax credit report.

73. Upon information and belief of Plaintiff, Equifax conducted an inadequate investigation of the Monterey account following each dispute.

74. By failing to conduct a reasonable investigation into Plaintiff's disputes in this regard, Equifax willfully and/or negligently violated 15 U.S.C. § 1681*i*(a)(1).

75. As a direct and proximate result of Equifax's disregard for Plaintiff's dispute and its obligations under the FCRA as outlined above, Plaintiff has suffered a significant loss of trust in the credit reporting system and its accountability to the average consumer such as himself.

76. As a direct and proximate result of Equifax's willful and/or negligent refusal to conduct reasonable investigations as mandated by the FCRA as outlined above, Plaintiff has suffered loss and damage including, but not limited to: financial loss, loss of credit opportunity, a justifiable fear to request credit, expenditure of time and resources, mental anguish, humiliation and embarrassment, entitling them to an award of actual damages in amounts to be proved at trial, plus attorneys' fees together with the costs of this action pursuant to 15 U.S.C. § 1681*o*.

77. Equifax's pattern of refusal to correct patently false information as mandated by the FCRA reveals a conscious disregard of the rights of Plaintiff. The injuries suffered by Plaintiff are attended by circumstances of fraud, malice, retaliation, and willful and

wanton misconduct, calling for statutory damages, an assessment of punitive damages, plus attorneys' fees and costs pursuant 15 U.S.C. § 1681*n*.

WHEREFORE Plaintiff prays for judgment on this ***Second Claim for Relief*** in her favor and against Equifax, and for the following relief:

(a) Actual damages sustained;

(b) Statutory damages of not less than $100 and not more than $1000 on each willful violation of the FCRA;

(c) Punitive damages in an amount to be determined by the jury;

(d) Reasonable attorneys' fees and costs; and

(e) Any other and/or further relief as deemed appropriate and just by this Honorable Court.

THIRD CLAIM FOR RELIEF

(Negligent and Willful Violations of 15 US.C. § 1681*e*(b) by Experian)

78. Plaintiff repeats, re-alleges, and incorporates by reference all paragraphs above as if fully rewritten here.

79. A "consumer reporting agency" is defined in 15 U.S.C. § 1681*a*(f) as follows:

> "[A]ny person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports."

80. Experian is a consumer reporting agency as defined by Section 1681*a*(f) of the FCRA.

81. Section 1681*n* of the FCRA imposes civil liability on any CRA "who willfully fails to comply with any requirement" of the Act. *See* 15 U.S.C. § 1681*n*(a).

82. Section 1681*o* of the FCRA provides for civil liability against any CRA that is negligent in failing to comply with any requirement imposed under the Act.

Experian's Failure to Follow Reasonable Procedures

83. The FCRA mandates that "[w]henever a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates." *See* 15 U.S.C. § 1681*e*(b).

84. Experian has prepared multiple consumer reports concerning Plaintiff, and disseminated such reports to one or more third party(s), that failed to assure "maximum possible accuracy" of the information pertaining to Plaintiff.

85. The consumer report(s) prepared by Experian concerning Plaintiff contained inaccurate information in violation of 15 U.S.C. § 1681*c*(a)(3).

86. Experian willfully and/or negligently failed to follow reasonable procedures to assure maximum possible accuracy of the consumer reports it prepared and/or published concerning Plaintiff in violation of 15 U.S.C. § 1681*e*(b).

87. As a direct and proximate result of Experian's willful and/or negligent refusal to follow reasonable procedures as mandated by the FCRA, Plaintiff has suffered loss and damage including, but not limited to: financial loss, loss of credit opportunity, a justifiable fear to request credit, expenditure of time and resources, mental anguish, humiliation, and embarrassment, entitling them to an award of actual damages in amounts to be proved at

trial, plus attorneys' fees together with the costs of this action pursuant to 15 U.S.C. § 1681*o*.

88. Experian's continued refusal to follow reasonable procedures as mandated by the FCRA reveals a conscious disregard of the rights of Plaintiff. The injuries suffered by Plaintiff are attended by circumstances of fraud, malice, retaliation, and willful and wanton misconduct, calling for statutory damages, an assessment of punitive damages, plus attorneys' fees and costs pursuant 15 U.S.C. § 1681*n*.

WHEREFORE Plaintiff prays for judgment on this ***Third Claim for Relief*** in her favor and against Experian, and for the following relief:

(f) Actual damages sustained;

(g) Statutory damages of not less than $100 and not more than $1000 on each willful violation of the FCRA;

(h) Punitive damages in an amount to be determined by the jury;

(i) Reasonable attorneys' fees and costs; and

(j) Any other and/or further relief as deemed appropriate and just by this Honorable Court.

FOURTH CLAIM FOR RELIEF

(Negligent and Willful Violations of 15 US.C. § 1681*i* by Experian)

89. Plaintiff repeats, re-alleges, and incorporates by reference all paragraphs above as if fully rewritten here.

90. The FCRA mandates that a CRA conduct an investigation of the accuracy of information "[i]f the completeness or accuracy of any item of information contained in a

consumer's file" is disputed by the consumer. *See* 15 U.S.C. § 1681*i*(a)(1). The Act imposes a 30-day time limitation for the completing of such an investigation. *Id.*

91. The FCRA provides that if a CRA conducts an investigation of disputed information and confirms that the information is, in fact, inaccurate, or is unable to verify the accuracy of the disputed information, the CRA is required to delete that item of information from the consumer's file. *See* 15 U.S.C. § 1681*i*(a)(5)(A).

92. If information is deleted from a consumer's file following a dispute, "the information may not be reinserted in the file" unless the CRA certifies that the information is complete and accurate and, even then, the CRA "shall notify the consumer of the reinsertion in writing not later than 5 business days after the reinsertion[.]" *See* 15 U.S.C. § 1681*i*(a)(5)(B).

Experian's Reasonable Reinvestigation Violations

93. By letters dated 10/24/2016, 11/30/2016, 01/05/2017, and 02/09/2017, Plaintiff disputed the derogatory dual reporting of the Monterey account appearing on her Experian credit report.

94. Upon information and belief of Plaintiff, Experian conducted an inadequate investigation of the Monterey Account following each dispute.

95. By failing to conduct a reasonable investigation into Plaintiff's disputes in this regard, Experian willfully and/or negligently violated 15 U.S.C. § 1681*i*(a)(1).

96. As a direct and proximate result of Experian's disregard for Plaintiff's dispute and its obligations under the FCRA as outlined above, Plaintiff has suffered a significant

loss of trust in the credit reporting system and its accountability to the average consumer such as himself.

97. As a direct and proximate result of Experian's willful and/or negligent refusal to conduct reasonable investigations as mandated by the FCRA as outlined above, Plaintiff has suffered loss and damage including, but not limited to: financial loss, loss of credit opportunity, a justifiable fear to request credit, expenditure of time and resources, mental anguish, humiliation and embarrassment, entitling them to an award of actual damages in amounts to be proved at trial, plus attorneys' fees together with the costs of this action pursuant to 15 U.S.C. § 1681*o*.

98. Experian's pattern of refusal to correct patently false information as mandated by the FCRA reveals a conscious disregard of the rights of Plaintiff. The injuries suffered by Plaintiff are attended by circumstances of fraud, malice, retaliation, and willful and wanton misconduct, calling for statutory damages, an assessment of punitive damages, plus attorneys' fees and costs pursuant 15 U.S.C. § 1681*n*.

WHEREFORE Plaintiff prays for judgment on this ***Fourth Claim for Relief*** in her favor and against Equifax, and for the following relief:

(f) Actual damages sustained;

(g) Statutory damages of not less than $100 and not more than $1000 on each willful violation of the FCRA;

(h) Punitive damages in an amount to be determined by the jury;

(i) Reasonable attorneys' fees and costs; and

(j) Any other and/or further relief as deemed appropriate and just by this Honorable Court.

FIFTH CLAIM FOR RELIEF

(Negligent and Willful Violations of 15 US.C. § 1681*e*(b) by TransUnion)

99. Plaintiff repeats, re-alleges, and incorporates by reference all paragraphs above as if fully rewritten here.

100. A "consumer reporting agency" is defined in 15 U.S.C. § 1681*a*(f) as follows:

> "[A]ny person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports."

101. TransUnion is a consumer reporting agency as defined by Section 1681*a*(f) of the FCRA.

102. Section 1681*n* of the FCRA imposes civil liability on any CRA "who willfully fails to comply with any requirement" of the Act. *See* 15 U.S.C. § 1681*n*(a).

103. Section 1681*o* of the FCRA provides for civil liability against any CRA that is negligent in failing to comply with any requirement imposed under the Act.

Experian's Failure to Follow Reasonable Procedures

104. The FCRA mandates that "[w]henever a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates." *See* 15 U.S.C. § 1681*e*(b).

105. TransUnion has prepared multiple consumer reports concerning Plaintiff, and disseminated such reports to one or more third party(s), that failed to assure "maximum possible accuracy" of the information pertaining to Plaintiff.

106. The consumer report(s) prepared by TransUnion concerning Plaintiff contained inaccurate information in violation of 15 U.S.C. § 1681*c*(a)(3).

107. TransUnion willfully and/or negligently failed to follow reasonable procedures to assure maximum possible accuracy of the consumer reports it prepared and/or published concerning Plaintiff in violation of 15 U.S.C. § 1681*e*(b).

108. As a direct and proximate result of TransUnions's willful and/or negligent refusal to follow reasonable procedures as mandated by the FCRA, Plaintiff has suffered loss and damage including, but not limited to: financial loss, loss of credit opportunity, a justifiable fear to request credit, expenditure of time and resources, mental anguish, humiliation, and embarrassment, entitling them to an award of actual damages in amounts to be proved at trial, plus attorneys' fees together with the costs of this action pursuant to 15 U.S.C. § 1681*o*.

109. TransUnion's continued refusal to follow reasonable procedures as mandated by the FCRA reveals a conscious disregard of the rights of Plaintiff. The injuries suffered by Plaintiff are attended by circumstances of fraud, malice, retaliation, and willful and wanton misconduct, calling for statutory damages, an assessment of punitive damages, plus attorneys' fees and costs pursuant 15 U.S.C. § 1681*n*.

WHEREFORE Plaintiff prays for judgment on this ***Fifth Claim for Relief*** in her favor and against TransUnion, and for the following relief:

(k) Actual damages sustained;

(l) Statutory damages of not less than $100 and not more than $1000 on each willful violation of the FCRA;

(m) Punitive damages in an amount to be determined by the jury;

(n) Reasonable attorneys' fees and costs; and

(o) Any other and/or further relief as deemed appropriate and just by this Honorable Court.

SIXTH CLAIM FOR RELIEF

(Negligent and Willful Violations of 15 US.C. § 1681*i* by TransUnion)

110. Plaintiff repeats, re-alleges, and incorporates by reference all paragraphs above as if fully rewritten here.

111. The FCRA mandates that a CRA conduct an investigation of the accuracy of information "[i]f the completeness or accuracy of any item of information contained in a consumer's file" is disputed by the consumer. *See* 15 U.S.C. § 1681*i*(a)(1). The Act imposes a 30-day time limitation for the completing of such an investigation. *Id.*

112. The FCRA provides that if a CRA conducts an investigation of disputed information and confirms that the information is, in fact, inaccurate, or is unable to verify the accuracy of the disputed information, the CRA is required to delete that item of information from the consumer's file. *See* 15 U.S.C. § 1681*i*(a)(5)(A).

113. If information is deleted from a consumer's file following a dispute, "the information may not be reinserted in the file" unless the CRA certifies that the information is complete and accurate and, even then, the CRA "shall notify the consumer of the

reinsertion in writing not later than 5 business days after the reinsertion[.]" *See* 15 U.S.C. § 1681*i*(a)(5)(B).

TransUnion's Reasonable Reinvestigation Violations

114. By letters dated 10/24/2016, 11/30/2016, 01/05/2017, 02/09/2017, and 06/07/2017 Plaintiff disputed the derogatory dual reporting of the Monterey account appearing on her TransUnion credit report.

115. Upon information and belief of Plaintiff, TransUnion conducted an inadequate investigation of the Monterey Account following each dispute.

116. By failing to conduct a reasonable investigation into Plaintiff's disputes in this regard, Experian willfully and/or negligently violated 15 U.S.C. § 1681*i*(a)(1).

117. As a direct and proximate result of TransUnion's disregard for Plaintiff's dispute and its obligations under the FCRA as outlined above, Plaintiff has suffered a significant loss of trust in the credit reporting system and its accountability to the average consumer such as himself.

118. As a direct and proximate result of TransUnion's willful and/or negligent refusal to conduct reasonable investigations as mandated by the FCRA as outlined above, Plaintiff has suffered loss and damage including, but not limited to: financial loss, loss of credit opportunity, a justifiable fear to request credit, expenditure of time and resources, mental anguish, humiliation and embarrassment, entitling them to an award of actual damages in amounts to be proved at trial, plus attorneys' fees together with the costs of this action pursuant to 15 U.S.C. § 1681*o*.

119. TransUnion's pattern of refusal to correct patently false information as mandated by the FCRA reveals a conscious disregard of the rights of Plaintiff. The injuries suffered by Plaintiff are attended by circumstances of fraud, malice, retaliation, and willful and wanton misconduct, calling for statutory damages, an assessment of punitive damages, plus attorneys' fees and costs pursuant 15 U.S.C. § 1681*n*.

WHEREFORE Plaintiff prays for judgment on this ***Sixth Claim for Relief*** in her favor and against TransUnion, and for the following relief:

(k) Actual damages sustained;

(l) Statutory damages of not less than $100 and not more than $1000 on each willful violation of the FCRA;

(m) Punitive damages in an amount to be determined by the jury;

(n) Reasonable attorneys' fees and costs; and

(o) Any other and/or further relief as deemed appropriate and just by this Honorable Court.

SEVENTH CLAIM FOR RELIEF

(Negligent and Willful Violations of 15 U.S.C. § 1681*s-2* Against Monterey)

120. Plaintiff repeats, re-alleges, and incorporates by reference all paragraphs above as if fully rewritten here.

121. Monterey is a "furnisher" as that term is used in 15 U.S.C. § 1681*s-2*.

122. Furnishers of credit information have duties under the FCRA, specifically 15 U.S.C. § 1681*s-2*(b)(1), to investigate disputes initiated from consumers to CRAs as to the accuracy of information reported about them by the furnisher.

123. On at least five (5) occasions, namely 10/24/2016, 11/30/2016, 01/05/2017, 02/09/2017, and 06/07/2017, Plaintiff contacted the CRAs specifically to dispute the accuracy of how the Monterey was being reported.

124. Plaintiff specifically advised the CRA on each occasion that a mistake had been made, and requested the false information be corrected accordingly.

125. Upon information and belief, and pursuant to 15 U.S.C. § 1681*i*(a)(2), Monterey received notification of these disputes from the CRAs and sent notice to the CRAs verifying the information as accurate.

126. By failing to conduct a reasonable investigation into Plaintiff's disputes in this regard, Monterey negligently and/or willfully violated § 1681*s-2*(b)(1) with respect to each dispute lodged by Plaintiff.

127. Furthermore, Monterey's "verification" of the dual reporting directly caused Plaintiff to be unable to obtain financing.

128. As a direct and proximate result of Monterey's willful and/or negligent refusal to comply with the FCRA as described herein, Plaintiff has suffered loss and damage including, but not limited to: financial loss, loss of creditworthiness, loss of credit opportunity, damage to reputation, expenditure of significant time, energy and out-of-pocket costs, considerable distress, mental anguish, worry, frustration, fear and embarrassment, entitling Plaintiff to an award of actual damages as determined by the jury, plus attorneys' fees and the costs of this action, pursuant to 15 U.S.C. § 1681*o*.

129. Monterey's indifference as to its obligations under the FCRA reveals a conscious disregard of the rights of Plaintiff, and the injuries suffered by Plaintiff are

attended by circumstances of fraud, malice, and willful and wanton misconduct, calling for an assessment of punitive damages against Monterey, pursuant to 15 U.S.C. § 1681*n*(a)(2).

WHEREFORE Plaintiff prays for judgment on this ***Seventh Claim for Relief*** in her favor and against Monterey, and for the following relief:

(a) Actual damages sustained;

(b) Statutory damages of not less than $100 and not more than $1000 on each willful violation of the FCRA;

(c) Punitive damages in an amount to be determined by the jury;

(d) Reasonable attorneys' fees and costs; and

(e) Any other and/or further relief as deemed appropriate and just by this Honorable Court.

JURY DEMAND

Plaintiff respectfully demands a jury trial on all issues so triable.

Respectfully submitted,

Dated: October 6, 2017

CREDIT LAW CENTER

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